



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Walton, Village of and Village of Walton Police Benevolent Association (2002)**

Employer Name: **Walton, Village of**

Union: **Village of Walton Police Benevolent Association**

Local:

Effective Date: **06/01/02**

Expiration Date: **05/31/05**

PERB ID Number: **7958**

Unit Size: **4**

Number of Pages: **11**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

Scanned 5/26/04

7958

1456
10189

EVIL
POL

AGREEMENT

By And Between The

VILLAGE OF WALTON

And The

VILLAGE OF WALTON POLICE BENEVOLENT ASSOCIATION

June 1, 2002 Through May 31, 2005

RECEIVED

APR 09 2004

**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

TABLE OF CONTENTS

ARTICLE I	- Purposes	3
ARTICLE II	- Recognition	3
ARTICLE III	- Retirement	3
ARTICLE IV	- Uniform Allowance	3
ARTICLE V	- Paid Leave Credits	3
ARTICLE VI	- Holidays	4
ARTICLE VII	- Vacations	4
ARTICLE VIII	- Health Insurance	5
ARTICLE IX	- Employee Work Protection	5
ARTICLE X	- Reimbursement for Lost Personal Property ...	5
ARTICLE XI	- Disability Insurance	6
ARTICLE XII	- Walton PBA Rights	6
ARTICLE XIII	- Outside Employment	6
ARTICLE XIV	- Grievance Procedures	6
ARTICLE XV	- Invalid Articles	8
ARTICLE XVI	- Salaries	8
ARTICLE XVII	- Recovery of the Cost of Training	9
ARTICLE XVIII	- Management's Right Clause	10
ARTICLE XIX	- Miscellaneous	10
ARTICLE XX	- Meal Allowances	10
ARTICLE XXI	- Reimbursement for Legal Fees	10
ARTICLE XXII	- Jury Duty	11
ARTICLE XXIII	- Police Committee	11
ARTICLE XXIV	- Term of Agreement	11

This Agreement, made this 16th day of April, 2003 by and between the Village of Walton, Delaware County, New York, hereinafter referred to as the "Village," and the Village of Walton Police Benevolent Association, hereinafter designated as the "Union".

ARTICLE I - PURPOSES.

It is the purpose and intent of this Agreement to promote harmonious and cooperative relationships between the Village and its employees, for the mutual benefit of both, and for the benefit of the public.

ARTICLE II - RECOGNITION.

Section 1. The Village recognizes the Walton PBA as the exclusive representative for collective negotiations for all full-time regular uniform personnel serving in the positions of patrolmen and sergeant (excluding the Chief of Police). The Walton PBA shall have exclusive representative status for the maximum period permitted by law.

Section 2. The Village shall continue dues deductions as required by law, and payroll deductions for individual retirement accounts.

ARTICLE III - RETIREMENT.

Section 1. All full-time officers shall be members of the New York State Policemen's and Firemen's Twenty (20) Year Retirement Plan, Section 384-d.

Section 2. The cost of such retirement coverage shall be paid in its entirety by the Village, unless members are required by the State to contribute.

ARTICLE IV - UNIFORM ALLOWANCE.

Section 1. All uniforms and equipment shall be furnished by the Village.

Section 2. All employees in the Bargaining Unit shall receive a uniform maintenance and shoe replacement allowance, in an amount not to exceed three hundred (\$300.00) dollars, upon the submission of vouchers satisfactory to the Village. Said uniform maintenance and shoe replacement allowance shall be paid monthly.

ARTICLE V - PAID LEAVE CREDITS.

Section 1. Sick Leave.

a. Sick leave as defined in this Article shall mean absence for an illness or disability that prohibits an employee from performing his/her normal duties and is sufficient to confine the employee to home, except for doctor's appointments.

b. Each employee in the Bargaining Unit shall accrue 1 day of sick leave per month. Employees may accrue up to a maximum of 120 days of sick leave.

c. Upon retirement or separation from service without cause, and with at least 10 years of continuous service with the Village, employees shall be paid for 50% of their

accumulated sick leave, up to a maximum of 60 days. Such payments shall be made to the employee or, in the event of his death, to the employee's estate or beneficiary.

d. If requested, the employees shall be required to submit a doctor's certificate after the third consecutive day of absence.

e. Each member of the bargaining unit shall be allowed to use a maximum of 3 sick days per contract year for family illness leave. Such leave time is subject to approval by the Chief of Police or, in his absence, the Mayor or Deputy Mayor, and such approval shall not be unreasonably denied. Family, for the purpose of this Section, is defined as the employee's spouse, children or parent.

Section 2. Personal Leave. Each employee shall be entitled to use 4 days of personal leave, which may not be accumulated. Request for personal leave shall be submitted, in writing, to the Chief of Police, within 7 days prior to the absence, except in cases of emergency. Personal leave may not be used on the immediate work day before or after vacation or holiday, except in an emergency upon approval of the Chief.

Section 3. Bereavement Leave.

a. All employees in the Bargaining Unit shall receive bereavement leave due to the death of a member of the immediate family not to exceed the maximum of 3 days after the death (which shall include regular days off).

b. Immediate family shall mean: wife, husband, children, parents, father-in-law, mother-in-law, grandparents of husband or wife, and brothers and sisters of husband or wife.

ARTICLE VI - HOLIDAYS.

Section 1. Each member of the Bargaining Unit shall be paid for the following 12 holidays: 1) New Year's Day; 2) Martin Luther King's Birthday; 3) Lincoln's Birthday; 4) Washington's Birthday; 5) Memorial Day; 6) Independence Day; 7) Labor Day; 8) Columbus Day; 9) Veteran's Day; 10) Election Day; 11) Thanksgiving; 12) Christmas.

Section 2. Any Union member entitled to any holiday listed above shall, within a period of one year next following such holiday, receive equivalent time off or receive paid compensation.

Section 3. Employees shall be paid for a holiday at the employee's rate of pay at the time of the holiday.

ARTICLE VII - VACATIONS.

Section 1. All employees in the Bargaining Unit shall be entitled to vacation, at their regular rate of pay, as follows:

More than 1 year of continuous service through 6 years of service (inclusive) - 10 days

7 years of continuous service through 13 years of service (inclusive) - 15 days

More than 13 years of continuous service - 20 days

Section 2. Vacations shall be scheduled at the discretion of the Chief.

Section 3. All vacation must be used in the year earned, and vacation time will be by seniority. Any vacation days not used due to a change, by the Chief, in the work schedule shall be paid to the employee at his regular rate of pay for the year earned, except as provided for in Section 4 of this Article.

Section 4. A maximum of five (5) days may be banked, at the employee's sole option, at the end of the contract year. The five days must be used within the six months following the end of the contract year or the employee will lose those days and will not be paid for them.

ARTICLE VIII - HEALTH INSURANCE.

Section 1. The Village shall pay 100% of the cost of health insurance premiums for all active employees in the Bargaining Unit and for his/her dependents at the rate of 70% in the Teamsters Health Insurance Plan. Members of the bargaining unit agree to such coverage.

Section 2. Upon 30 days notice to the Association, the Village may change health insurance carriers, so long as the benefits in the new plan are comparable to the existing benefits, if available.

Section 3. An employee may opt to not be covered by health insurance through the Village, in which case the Village will reimburse the employee for expenses which are not covered by any other health insurance plan, up to a maximum of \$2,000.00 per contract year. Expenses are defined as any amount paid for the diagnosis, care, mitigation, treatment or prevention of disease, medical insurance premiums, prescriptions, medicines and prosthetic devices prescribed by a medical care provider, a medical procedure or program prescribed by a physician for treatment of a specific disease, including psychiatric treatment, and dental, ophthalmologic, chiropractic and podiatric treatment for the employee, spouse and dependent children to the extent such is not paid by insurance or any other third party payer. Medical expenses do not include commonly used over-the-counter remedies and treatments such as aspirin, band aids, bandages, cough medicines, and similar products.

ARTICLE IX - EMPLOYEE WORK PROTECTION.

The Village will provide insurance coverage for each member of the Bargaining Unit covered by this Agreement against civil suits arising from false arrest, assault and battery, erroneous service of civil papers, false imprisonment, malicious prosecution, libel and slander, accidental bodily injury and violation of property rights arising from their official duties. The Village shall pay the full cost of this insurance coverage.

ARTICLE X - REIMBURSEMENT FOR LOST PERSONAL PROPERTY.

Section 1. The Village shall reimburse members of the Bargaining Unit for the reasonable cost of replacing or repairing personal property, such as dentures, eye glasses, hearing aids, etc. not covered by Workers' Compensation which are destroyed or damaged as a result of police activity when on duty and acting within the scope of employment.

Section 2. The Village shall reimburse Bargaining Unit members for the reasonable cost of repair or replacement of uniforms, clothing or other personal property damaged or destroyed in the line of duty.

Section 3. Reimbursement pursuant to this Article shall be limited to \$500.00, and shall not have been the result of the employee's negligence. Determination of the extent of repairs and/or replacements to be covered shall be made by the Village Board, and upon the submission of vouchers satisfactory to the Village.

ARTICLE XI - DISABILITY INSURANCE.

The Village shall continue to provide disability insurance currently provided to members of the department for the life of this contract.

ARTICLE XII - WALTON PBA RIGHTS

The Village shall provide a bulletin board for the exclusive use of the Walton PBA for posting bulletins, notices and materials issued by the Walton PBA relating to PBA business. Such material shall be submitted to the Chief of Police for approval prior to posting.

ARTICLE XIII - OUTSIDE EMPLOYMENT.

The Village shall permit outside employment for members of the Walton PBA, so long as such outside employment does not create a conflict of interest.

ARTICLE XIV - GRIEVANCE PROCEDURE.

Section 1. Definitions.

- a. A grievance shall mean a claimed violation, misapplication or misinterpretation of a specific provision of the Agreement.
- b. An employee shall mean any person in the Bargaining Unit covered by this Agreement.
- c. The "Association" or "Union" shall mean the Village of Walton Police Benevolent Association.
- d. An "aggrieved party" shall mean the individual employee or group of employees who submit a grievance or on whose behalf it is submitted, the Walton PBA and the Village.
- e. A "day" as used here shall be deemed to mean a calendar day.

Section 2. Submission of grievances.

- a. Each grievance shall be submitted in writing on a form approved by the Village and the Union and shall identify the aggrieved party, the provision of this Agreement alleged to be violated, the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person(s) responsible for causing such events or conditions and a general statement of the grievance and remedy sought by the aggrieved party.
- b. An employee or group of employees may submit grievances which affect them personally and shall submit such grievances to the Chief of Police.

c. The Union may submit any class grievance. Such grievances shall be submitted to the Chief of Police.

d. The Village may present grievances to the President of the Union.

Section 3. Grievance Procedure. Prior to initiating a formal written grievance, an employee or the Union is encouraged to resolve disputes informally with the appropriate immediate supervisor.

a. Step One. The employee shall present the grievance to the Chief no later than ten (10) calendar days after the date on which the act or omission giving rise to the grievance occurred or within ten (10) days after the employee should have become aware of the incident. The Chief of Police shall issue a written decision no later than seven (7) calendar days following receipt of the grievance.

b. Step two. If the aggrieved party is not satisfied with the response, or if no response is received within the required period, the aggrieved party may file the grievance with the Mayor within five (5) calendar days after receipt of the first step decision, or within five (5) calendar days after the first step decision should have been received, if no decision is received. The Mayor shall issue a written decision no later than seven (7) calendar days following receipt of the grievance.

c. Step Three. In the event that the Union is not satisfied with the step two decision, or if no response is received within the required period, the Union may, within ten (10) calendar days after receiving the response, or if no response is rendered, within ten (10) calendar days after the response should have been received, refer the grievance to advisory arbitration through the Public Employment Relations Board. The parties shall adhere to the rules of PERB regarding the selection of arbitrators.

Section 4. The arbitrator's decision shall be in writing and will set forth his findings, reasoning and conclusions on the issues submitted and shall be advisory only. The arbitrator's power will be limited to interpreting the express written provisions of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The arbitrator shall have no power to alter, add to, or detract from the provisions of this Agreement.

Section 5. The arbitration award must be rendered within thirty (30) calendar days after the close of the hearing, unless otherwise mutually agreed to by the parties.

Section 6. The timely processing of the grievance through the grievance procedure shall be a condition precedent to arbitration. By mutual agreement, the parties may extend the time limit set forth.

Section 7. The costs of the services of the arbitrator will be borne equally by the parties.

Section 8. In the event New York State law preempts the provisions of this Article, New York State law will prevail.

Section 9. If transcripts of the arbitration are requested, they will be paid for by the requesting party.

ARTICLE XV - INVALID ARTICLES.

If any Article or Section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any Article or Section should be restrained by such tribunals, the remainder of this Agreement should not be affected thereby.

ARTICLE XVI - SALARIES.

Section 1. Base Salary. The following Salary Schedule shall be implemented and become effective as follows:

Service	5/31/02	3% 6/01/02	3% 6/01/03	3% 6/01/04
Step 1 Uncertified	\$19,925	\$19,925	\$19,925	\$19,925
Step 2 0-1 years	\$26,827	\$27,632	\$28,461	\$29,315
Step 3 1-2 years	\$29,028	\$29,899	\$30,796	\$31,720
Step 4 2-3 years	\$31,044	\$31,975	\$32,934	\$33,922
Step 5 3 or more years	\$32,591	\$33,569	\$34,576	\$35,613
 Sergeant	 \$35,035	 \$36,087	 \$37,169	 \$38,284

Section 3. Longevity - non-cumulative payable in 1st payroll in June.

	6/01/01
After 10 years of continuous service	\$ 425
After 15 years of continuous service	\$ 550
After 20 years of continuous service	\$ 675
After 25 years of continuous service	\$1125

Section 4. Overtime. All members of the Bargaining Unit shall be entitled to overtime pay at the rate of 1.5 their normal rate of pay for all hours worked in excess of 8 hours in a workday or 40 hours in a work week. Days worked shall mean actual day worked. (Holidays, Sick Time, Vacation and Personal Time will not be considered time worked for overtime pay.) All full-time officers shall have priority according to seniority in regard to any open shift. Open shift shall mean any hours not filled by full time personnel. An officer may not elect to work more than 12 consecutive hours without being followed by at least an 8 hour break. In the case of emergency, the Police Chief or Sergeant (in the Chief's absence) may allow additional consecutive hours to be worked. Compensatory time shall not be earned.

Section 5. Court Appearances. All members of the Bargaining Unit who attend a court proceeding arising out of the performance of his duties shall be compensated a minimum of 2 hours pay at 1.5 times their regular rate of pay.

Section 6. Mileage. Employees who use their own vehicles in the performance of their duties shall be reimbursed at the rate commensurate with the IRS deduction.

Section 7. Minimum Call In. Any employee called in to work on regularly scheduled time off shall receive a minimum of 2 hours pay at 1.5 times their regular rate of pay provided they have

worked a 40 hour week or worked a prior 8 hour shift. If the 8 or 40 hour requirement has not been met, said employee shall receive 2 hours pay at his regular rate of pay. All court time shall be paid at the rate of 1.5 times the regular rate of pay regardless if the work requirement has been met, unless it occurs during regular scheduled shift.

Section 8. Night Differential. All employees of the bargaining unit working between the hours of 7 p.m. and 7 a.m. shall receive a night differential based upon 5% of his normal hourly wage.

Section 9. The Employer agrees to direct deposit employee's wages in any bank, located in the Village of Walton, requested by the employee.

Section 10. The Employer agrees to deduct the employee's health insurance premium contribution prior to tax deductions.

ARTICLE XVII - DEMAND FOR RECOVERY OF THE COST OF TRAINING FOR NEW HIRES AFTER JUNE 1, 1990.

In the event the Village of Walton is required to provide the basic training course for a police officer and in the event the officer voluntarily separates from the police department within 4 years of hire or within 36 months after training has been completed the officer shall on demand reimburse the Village of Walton for all wages and expenses, as defined below, paid by the Village of Walton during or in conjunction with his or her basic training, according to the following pro-rated schedule:

Length of employment After Completion of Training	% Reimbursement of Wages and Expenses
Up to 1 year	100%
1 year up to 2 years	60%
2 years up to 3 years	35%

Wages subject to reimbursement shall be limited to wages paid in excess of the minimum wage required by provisions of the Fair Labor Standards Act. Expenses of training include, but are not limited to, any reimbursement to an officer for the cost of travel, lodging, meals, books, or tuition and any payment made by the Village of Walton to a third party for a benefit available to the officer during the time of training. With the exception of vacation leave, any authorized or unauthorized absence from work after the completion of training aggregating more than 5 work days in a calendar year shall not be considered as employment. A voluntary separation shall include a provoked discharge which is hereby defined to be a discharge occasioned by a deliberate or willful act at least partially motivated by an intention to avoid the reimbursement obligation under the terms of ARTICLE XVII of the contract. Should an individual separate from service prior to completion of the length of employment required by ARTICLE XVII of the contract, the employer shall present the individual with a demand for payment of any monies due and owing to the Village of Walton. The individual shall reimburse the Village of Walton for the amount presented. Should it be necessary for the Village of Walton to initiate litigation in order to secure reimbursement the individual responsible for reimbursement shall in addition reimburse the Village of Walton for all its legal expenses associated with the proceeding. A copy of this language of the contract shall be provided to all individuals interviewed for employment with the Village of Walton; provided, however, the failure of the Village of Walton to do so shall not affect the obligation of an individual for reimbursement in accordance with the

terms of this ARTICLE XVII of the contract. Actions taken under ARTICLE XVII of the contract shall not be arbitrable.

ARTICLE XVIII - MANAGEMENT'S RIGHT CLAUSE.

PBA recognizes that the management of the Village, the control of its properties and maintenance of order and efficiency, are the sole responsibilities of the Village, as employer. The PBA further recognizes that these rights include, but are not limited to, the right of the Village to direct its work force, to make all decisions as to the operation of the Police Department and its work force, the increase and/or decrease in the work force, transfers, assignments, staffing, discipline, hiring, firing, promoting, training and all other rights normally inherent in the right of management, except as otherwise may be limited by the express terms of this Agreement.

ARTICLE XIX - MISCELLANEOUS.

Section 1. Copies of this Agreement shall be printed at the expense of the Village.

Section 2. IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY MEMBERS OF LAW OR BY PROVIDING ADDITIONAL FUND THEREFORE, SHOULD NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

Section 3. All benefits and terms of this Agreement shall be effective immediately upon the date of hire of the employee, except that employees shall wait 30 days for health insurance coverage.

Section 4. All retroactive pay shall be paid by the Village to the employee within fourteen (14) days after the signing of this Agreement.

Section 5. Agency Fee Deductions. The Public Employer will deduct ten dollars (\$10.00) from each full time member of the PBA, provided each member has given the Public Employer notice in writing to deduct said amount. All amounts deducted by the Public Employer in accordance with this Article will be remitted to the PBA on a regular monthly basis. The revocation rights in writing of an employee relating to payroll deductions are recognized by the PBA under this Agreement in accordance with applicable New York State Law.

ARTICLE XX - MEAL ALLOWANCES.

Any member covered by this Agreement who is attending any Department authorized or approved training school, court appearance, etc., outside the Walton Village limits with a minimum of 6 hours shall be reimbursed for said members meals not to exceed \$7.00 per meal.

ARTICLE XXI - REIMBURSEMENT FOR LEGAL FEES

The Village shall adopt a local law according to the General Municipal Law authorizing the reimbursement of litigation expenses to a maximum of \$1000.00 per occurrence to an employee brought up on criminal charges as a result of his or her acting within the scope of his/her public employment if he/she is acquitted or criminal charges are dismissed. Such local law shall become effective no later than 90 days from the adoption of this contract.

ARTICLE XXII - JURY DUTY

Any member of the Walton P.B.A. who is required to report for or is on actual jury duty shall suffer no loss of wages, salary and/or benefits for time spent on said jury duty. Said employee shall be paid by the employer in full and all monies recovered by the employee for jury duty shall be turned over to the employer.

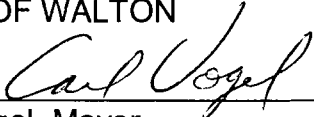
ARTICLE XXIII - POLICE COMMITTEE

The Village agrees to establish a Police Committee including two members of the Village Board and Police Chief, that will invite bargaining unit attendance and participation four times per year, generally quarterly, for the purpose of discussing operational matters. The Village will supply the Union with a schedule of meeting dates and times, at least thirty days in advance. The bargaining unit will submit agenda items to the Committee at least seven days prior to the meeting.

ARTICLE XXIV - TERM OF AGREEMENT.

June 1, 2002, through May 31, 2005. The provisions herein shall be retroactive only to those employees on the payroll as of the date of the signing of this Agreement, except that the health insurance provisions in Article VIII shall become effective on the first day of the month following the date of this agreement.

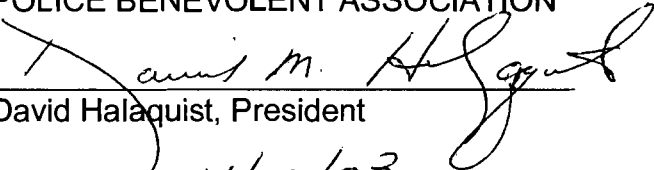
VILLAGE OF WALTON



Carl S. Vogel, Mayor

Dated: 4/8/03

POLICE BENEVOLENT ASSOCIATION



David Halaquist, President

Dated: 4/10/03